

REMARKS

This Response is submitted in reply to the Non-Final Office Action dated June 27, 2005. Claims 1, 11, 21 and 36 have been amended. No new matter was added by these amendments.

Applicant believes that no fee is due at this time. Please charge deposit account number 02-1818 if any fee is due.

The Office Action required an election of either the invention of Claims 1 to 40 drawn to a gaming device, or the invention of Claims 41 to 62 drawn to a method of making a gaming device. During a telephone conversation with the Examiner on June 25, 2005, Applicant's representative made a provisional election without traverse to prosecute the invention of Claims 1 to 40. This election is confirmed.

The Office Action objected to the Drawings under 37 C.F.R. 1.83(a) as not showing the elements of Claims 10 to 11 and 14. Applicants respectfully disagree with this objection.

Independent Claim 1, as amended, is directed to a gaming device comprising a cabinet, a game operable upon a wager, a processor operable to control the game, and a switch connected extendably and retractably to the cabinet, the switch having a relatively rigid housing and a relatively elastomeric cover disposed on the housing, the switch operable with the processor to control a function of the game.

Dependant Claim 10 is directed to the gaming device of Claim 1, wherein the elastomeric cover is molded to the rigid housing after the housing has cured. Fig. 5 of the Drawings shows at least the elements of Claim 10. In Fig. 5, soft cover 65 is co-molded with and to upper housing 64a. Soft cover 65 can be molded to rigid housing 64a after housing 64a is cured. (See Application page 11, lines 20 to 24). Thus, Fig. 5 shows at least an elastomeric cover molded to a rigid housing after the housing has cured.

Claim 11, as amended, is directed to the gaming device of Claim 1, wherein the elastomeric cover and housing are simultaneously cured. Fig. 5 of the Drawings also shows at least the elements of Claim 11. In Fig. 5, soft cover 65 is co-molded with and to upper housing 64a. Soft cover 65 can be molded to rigid housing 64a after housing

64a is cured. Alternatively, the materials can be molded directly together and cure at the same time. (See Application page 11, lines 20 to 24). Thus, Fig. 5 also shows at least an elastomeric cover and housing which are simultaneously cured.

Independent Claim 12 is directed to a gaming device including a game operable upon a wager, a processor operable to control a game, a cabinet, and an extendable switch connected to the cabinet and in communication with the processor through a connecting cord and having first and second materials co-molded in position with respect to a portion of the cord.

Dependent Claim 14 is directed to the gaming device of Claim 12, which includes a strain relief wire positioned inside the cord to prevent the cord from unduly stretching. In Fig. 11

a non-elastic and strong cable 134 [emphasis added] is placed inside coil 56 along with electrical and signal wiring 136. Cable 134, which can be braided or wound metal wiring, attaches at one end 138 to rotating member 114 and sets substantially the length of the coil 56. Cable 134 attaches at its distal end to switch 52. When the player pulls switch 52, the manual force is thereby transferred via cable 134 and fixed end 138 to the first rotating member 114. (See Application page 15, lines 7 to 14).

Thus, Fig. 11 shows at least a strain relief wire positioned inside the cord to prevent the cord from unduly stretching.

Accordingly, for at least these reasons, Applicants respectfully submit that the Drawings show the elements of Claims 10 to 11 and 14. Therefore, Applicants respectfully request that the Examiner withdraw the objection to the Drawings.

The Office Action rejected Claims 36 to 40 under 35 U.S.C. § 102(e) as anticipated by Cordell (U.S. 2004/0140617 A1). Applicants respectfully disagree with the rejection of Claims 36 to 40 in the Office Action. Nevertheless, Applicants have amended independent Claim 36 to more clearly define the invention.

Cordell generally discloses a gaming system with a retractable remote controller. More specifically, Cordell states that a:

flexible connector 90 tethers the retractable remote controller 14 to and comprises a braided cable 92, which, in this embodiment, contains electrical wiring such that the buttons and devices on the consol 70 can

electronically communicate with the electronically controlled circuitry of the "slot" type gaming machine 12. (Cordell page 3, paragraph 29).

The flexible connector 90 is retractable into the "slot" type gaming machine 12. . . [A]s shown in FIG. 2, the cable retraction device 95 can be a spring loaded reel, which allows the retractable remote controller 14 to play out to a comfortable playing position upon activation of the "slot" type gaming machine 12 and retracts the retractable remote controller 14 upon play termination. (Cordell page 3, paragraph 30).

[T]here is shown a cable retraction device 95 having a bi-shouldered reel element 96 . . . A coil spring 98 engages reel element 96 such that, as the flexible connector 90 is played out, the coil spring 98 is tensioned allowing the flexible connector 90 to be positively retracted by re-winding the flexible connector 90 on the reel element 96. A braking device 100 is located proximate one shoulder of reel element 96 such that braking pad 102 of braking device 100 releasably engages braking surface 104 on the side of the shoulder of reel element 96. An actuator 107 in solenoid 106 engages braking pad 102 to selectively engage and dis-engage the reel element 96. (Cordell page 3, paragraph 31).

Upon activation, braking device 100 is deactivated to allow reel element 96 to play out flexible connector 90, thus allowing removal of retractable remote controller 14 to an appropriate playing position. In one embodiment (not shown) the braking device 100 locks the flexible connector 90 after it is moved to a position of comfort for the player. Merely pulling on the flexible connector releases the cable-locking device, allowing the flexible connector 14 to be retracted, temporarily into receiving sleeve 94 such as in pause in play. Upon termination of play, braking device 100 is deactivated such that the retractable remote controller 14 is automatically retracted into the receiving sleeve 94. (Cordell page 3, paragraph 32).

Claim 36, as amended, includes a switch connected extendably and retractably to the cabinet via a cord and a mechanism operable to enable the cord to be pulled by a person to multiple predetermined extended positions defined by the mechanism and then released by the person, wherein the cord in each of the extended positions will thereafter recoil automatically. In Cordell, the braking device locks the flexible connector after the player moves the flexible connector to a position of comfort. In Cordell, pulling on the flexible connector releases the cable-locking device, allowing the flexible connector to retract temporarily. Upon termination of play, the Cordell braking

device is deactivated such that the retractable remote controller retracts automatically. Unlike the gaming device in Claim 36, in Cordell, during play, the player defines positions of comfort for the flexible connector, and accordingly, the player defines positions that result from pulling the flexible connector past the respective positions of comfort in order to release the braking device. In Cordell, the positions of comfort and positions resulting from the player pulling the flexible connector past the positions of comfort, are not limited to specific positions along the length of the flexible connector or defined by the braking device. Accordingly, for this reason alone, Applicants respectfully submit that amended independent Claim 36 and the claims that depend therefrom are patentably distinguished over Cordell and in condition for allowance.

The Office Action rejected Claims 1 to 18 under 35 U.S.C. § 103(a) as being unpatentable over DeMar et al. (U.S. 6,270,410 B1) in view of Hughes, IV (U.S. 6,120,025). Applicant respectfully disagrees with the rejection of Claims 1 to 18 in the Office Action. Nevertheless, Applicants have amended independent Claim 1 to clarify the meaning of the existing claim elements and to place the claims in condition for allowance.

DeMar discloses a gaming system with a remote control which may be hard wired to a slot machine. Hughes discloses a grip for a controller of a video game machine or video computer system. Accordingly, the combination of DeMar and Hughes teach a gaming system with a remote control which may be hard wired to a slot machine, wherein the remote control may include a grip.

Amended independent Claim 1 has been clarified such that the gaming device of Claim 1 includes a switch connected extendably and retractably to the cabinet, the switch having a relatively rigid housing and a relatively elastomeric cover disposed on the housing, the switch operable with the processor to control a function of the game. Unlike the gaming device in Claim 1, the combination of DeMar and Hughes does not teach, disclose, or suggest a switch connected extendably and retractably. Accordingly, for this reason alone, Applicants respectfully submit that amended independent Claim 1 and the claims that depend therefrom are patentably distinguished over the combination of DeMar and Hughes and in condition for allowance.

The gaming device in independent Claim 12 includes an extendable switch connected to the cabinet and in communication with the processor through a connecting cord and having first and second materials co-molded in position with respect to a portion of the cord. Unlike the gaming device of Claim 12, the combination of DeMar and Hughes does not teach, disclose or suggest first and second materials co-molded in position with respect to a portion of a cord. Rather, the combination of DeMar and Hughes relates generally to a remote control and a grip which are created independently, not co-molded. A grip attached to a remote control does not equate to first and second materials co-molded in position. A co-molded device results from a specific co-molding process which the combination of DeMar and Hughes does not teach, disclose or suggest. (See Application page 18, lines 3 to 15).

Further, DeMar contains no suggestion to combine a gaming system with a remote control which may be hard wired to a slot machine with a grip for a controller of a video game machine or video computer system. The disclosure in DeMar relating to the housing of the remote control is limited to the following:

The remote control can also include a plastic insulating remote control housing with an interior containing a remote control circuit on a substrate, such as a circuit board or computer chip. (DeMar column 4, lines 17 to 20).

In light of the lack of any reference to or suggestion of a second material covering the remote control, let alone a co-molded material, and the narrow disclosure in DeMar regarding the housing of the remote control, it would not have been obvious to one of ordinary skill in the art to combine a gaming system with a remote control which may be hard wired to a slot machine with a grip for a controller of a video game machine or video computer system. Accordingly, for at least these reasons, Applicants respectfully submit that independent Claim 12 and the claims that depend therefrom are patentably distinguished over the combination of DeMar and Hughes and in condition for allowance.

The Office Action rejected dependent Claims 19 to 20 under 35 U.S.C. § 103(a) as being unpatentable over DeMar et al. (U.S. 6,270,410 B1) in view of Hughes, IV (U.S. 6,120,025) as applied to Claim 12, and further in view of Cordell (U.S.

2004/0140617). Applicants respectfully disagree with the rejection of dependent Claims 19 to 20 in the Office Action.

Cordell discloses a gaming system with a retractable remote controller as indicated above. The combination of DeMar, Hughes and Cordell provide a gaming system with a retractable remote control which may be hard wired to a slot machine, wherein the control may include a grip.

Claim 19 is directed to the gaming device of Claim 12, wherein the extendable switch is retractable via a spring housing inside the cabinet. Claim 20 is directed to the gaming device of Claim 19, wherein the spring loaded switch can be set at least one extended position via a ratcheting mechanism. Regarding Claim 19, the combination of DeMar, Hughes and Cordell does not teach, disclose or suggest first and second materials co-molded in position with respect to a portion of a cord, wherein the first and second materials are simultaneously cured. Further, regarding Claim 20, the combination of DeMar, Hughes and Cordell does not teach, disclose or suggest a ratcheting mechanism.

Accordingly, for at least these reasons and in light of the foregoing remarks regarding independent Claim 12, Applicants respectfully submit that dependent Claims 19 to 20 are patentably distinguished over the combination of DeMar, Hughes and Cordell and in condition for allowance.

The Office Action rejected Claims 21 and 25 to 35 under 35 U.S.C. § 103(a) as being unpatentable over Cordell (U.S. 2004/0140617) in view of Hughes, IV (U.S. 6,120,025). Applicants respectfully disagree with the rejection of independent Claim 21 and dependent Claims 25 to 35 in the Office Action. Nonetheless, Applicants have amended independent Claim 21 to clarify the meaning of the existing claim elements and to place the claims in condition for allowance.

Cordell discloses a gaming system with a retractable remote controller as indicated above. The combination of Cordell and Hughes provides a gaming system with a retractable remote control, wherein the control may include a grip.

The present specification describes a ratchet.

Ratchet 148 defines a number of gears or teeth 150 that operate in pairs to define a plurality of notches 152. Ratchet 148 also includes at least one,

and in one embodiment a plurality of, smooth or dead area(s) 154. Dead areas 154 discussed above provide non-locking areas on ratchet 148. (Application Fig. 12; page 16, lines 10 to 16).

Applicants have amended independent Claim 21 to clarify that the gaming device of Claim 21 includes a switch connected extendably and retractably to the cabinet via a cord, a spring and a ratchet including a plurality of co-acting teeth configured in pairs to define a plurality of notches, wherein the spring causes the switch and cord to retract and the ratchet operates to lock the switch and cord in at least one extended position. Unlike the gaming device of Claim 21, the combination of Cordell and Hughes does not teach, disclose or suggest a ratchet including a plurality of co-acting teeth that operate in pairs to define a plurality of notches. Accordingly, for this reason alone, Applicants respectfully submit that independent Claim 21 and dependent Claims 25 to 35 are patentably distinguished over the combination of Cordell and Hughes and in condition for allowance.

The Office Action rejected Claims 22 to 24 under 35 U.S.C. § 103(a) as being unpatentable over Cordell (U.S. 2004/0140617) in view of Hughes, IV (U.S. 6,120,025). Applicant respectfully disagrees with the rejection of dependent Claims 19 to 20 in the Office Action.


As discussed with regard to Claim 21, unlike Claims 22 to 24, the combination of Cordell and Hughes does not teach, disclose or suggest a ratchet including a plurality of co-acting teeth that operate in pairs to define a plurality of notches.

Accordingly, for this reason alone, Applicants respectfully submit that dependent Claims 22 to 24, which depend directly and indirectly from independent Claim 21, are patentably distinguished over the combination of Cordell and Hughes and in condition for allowance.

Applicant has made an earnest endeavor to place this application in condition for formal allowance and absent more pertinent art, Applicant courteously solicits such action. If the Examiner has any questions regarding this Response, Applicant respectfully requests that the Examiner contact the undersigned.

Respectfully submitted,

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